Request For Quotes (RFQ): Contractor support of the National Museum of Natural History Biorepository

Date of RFQ: May 27\textsuperscript{th}, 2016

Quotes must be submitted to: Chris Huddleston, huddlestonc@si.edu no later than June 10\textsuperscript{th}, 2016

The Smithsonian Institution anticipates making one, possibly two, awards for this RFQ. Prospective contractor MUST be registered in the Federal System for Award Management (SAM.gov) and provide a DUNS number and the name under which the SAM registration was submitted with the quote. There is NO fee to register in SAM.

EVALUATION
The SI plans to award based on best value. The SI plans to award without discussions, however, does reserve the right to conduct discussions if they are later determined by the Contracting Officer to be necessary. All of the following factors are of equal importance. Evaluation factors are:

A. Relevant Experience
   1. Relevant experience is that obtained within the past 5 years providing or performing services of similar size, scope, complexity and type of client that indicates your suitability for this project as described in the statement of work.
      a. Include a brief summary of your training and experience working with museum collections
      b. Include a brief summary of your training and experience working with frozen tissue samples and/or DNA
      c. Include a brief summary of your experience working as an independent contractor or self-employed individual

B. Past Performance
   1. Past Performance should be indicated by a list of current or previous contracts or positions with names of points of contact and their current telephone numbers and e-mail addresses who can answer specific questions on quality, workmanship and scheduling. Provide contract periods of performance dates, dollar value, and brief description of the work performed. Include at least two references.

C. Résumés submit a copy of your current resume or c.v., which should demonstrate your relevant experience related to the tasks
D. Price. Provide a firm fixed price for the hourly rate. This price shall include all costs.
E. Availability. Provide your earliest available start date.

INSURANCE REQUIREMENTS
Prospective contractors are required to have General Liability Insurance for $1,000,000. The SI must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes. Independent contractors under this RFQ may request to purchase insurance through the Smithsonian Institution Commercial General Liability for contractors if selected for an award. If you would like to purchase your insurance through the Smithsonian Institution policy, please indicate this information on your quote.

BACKGROUND INVESTIGATIONS
If a contractor employee assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, determined either at time of contract award or anytime during contract performance, and will need access to staff-only areas of SI controlled facilities and leased spaces, the employee shall be required to receive an SI Credential. Contractor employees who require an SI Credential shall be required to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 days shall not receive a background investigation or SI Credential, however, they must be escorted by Credential ed personnel at all times when in staff-only areas of SI facilities. If relevant to this RFQ, a form OCon 520, Background Investigations and Credentials for Contractors’ Personnel, is included. The following actions shall be completed by the SI Contracting Officer’s Technical Representative (COTR) and successful vendor:

1. The COTR shall provide an OF-306, Declaration for Federal Employment form, for each of the Contractor’s employees who will be assigned to the SI for 30 days or longer. The OF-306 forms must be completed by each person and returned by the Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor.

2. For contractors to SI organizations outside the Washington
DC and New York City areas, forms SF-87, Fingerprint Cards, shall be provided to the Contractor by the COTR or other designated SI employee. Each form SF-87 must be returned to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor When necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306.

ATTACHMENT(S):
• Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions October 2010

STATEMENT OF WORK

The contractor shall provide the following support services to the National Museum of Natural History (NMNH) Biorepository:

1. Migrate the contents of specified NMNH freezers into the NMNH Biorepository freezers as assigned by the Biorepository Manager. This includes conducting physical inventories of samples and boxes, wrapping inventoried materials, and packing/unpacking of coolers. In addition, help with the transfer of specimen data from collecting units. Data can be in the form of full relational databases down to hand-written ledgers.

2. As necessary, operate, monitor, and assist users on key pieces of equipment (automated tube sorter, label machines, barcode scanners, RFID coding printers, biorepository software, etc.) and databases. Specifically, the contractor will query the NMNH KE EMu system and use the NMNH FreezerPro system. Training is available for both systems.

3. Work closely with the NMNH Biorepository to incorporate tissues, DNA extracts and all metadata into the new database as efficiently as possible, and to advise, based on experience, better workflows. In addition, help with the installation of small equipment in the Biorepository workroom and help store supplies and other materials.

4. Produce barcode labels and/or RFID tags for legacy samples and apply them to vials. As necessary, transfer materials from non-cryogenic vials to suitable vials or other packaging.
5. Assist with sub-sampling specimens for loans (intramural and extramural). This includes labeling tubes, generating pick lists, cutting samples, making preservative solutions, generating invoices, and trips to the shipping offices of MSC and NMNH.

6. As requested, check quality and/or concentration of DNA samples using spectrophotometers and other devices/methods.

7. On-call for emergencies at least one week per month. During this on-call period, the contractor shall be the primary contact person for the Rees Scientific Centron and shall respond appropriately as needed to any emergency messages. Responses could include the need to come to the Biorepository and move collections from a failing freezer to a back-up freezer at any point in a 24 hour period. Therefore, personal transportation is a must. During this on call week the contractor is also responsible for an evening check of conditions via Citrix/ReesWeb or phone and is to notify the Biorepository Manager of any anomalies immediately.

8. Provide a written record of activities monthly to the COTR and Pan Smithsonian Cryo Initiative (PSCI) Coordinator. This report is to be provided in the format specified by the PSCI Coordinator. In addition, attend monthly meetings with other PSCI contractors to report on progress.

The Contractor shall be paid an hourly rate and may submit invoices on a monthly basis. This work is to be accomplished during normal working hours, 8 am to 6 pm, Monday-Friday, except Federal holidays or shutdowns (such as weather emergencies) and freezer emergencies as detailed above.
1. COMPLETE AGREEMENT - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

2. INSPECTION AND ACCEPTANCE - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or re-performances of nonconforming services at the Contractors expense. The SI must exercise its post acceptance rights-(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

3. OVERPAYMENT - If the Contractor becomes aware of a duplicate invoice payment or that the SI has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

4. USE OF SMITHSONIAN NAME OR LOGO PROHIBITED - The SI owns, controls and/or has registered the trademarks/service marks “Smithsonian,” “Smithsonian Institution” and the Smithsonian sunburst logo. Except as may be otherwise provided herein, the Contractor shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation without written consent.

5. WARRANTY - The Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conform to the SI’s specifications, drawings, designs, and are fit for intended use described in this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

6. TITLE - Unless otherwise specified in this contract, title to items furnished under this contract shall pass to the SI upon acceptance, regardless of when or where the SI takes physical possession.

7. EXCUSABLE DELAYS - The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the SI, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

8. DISPUTES - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer. All disputes must be submitted within 12 months after accrual of the claim to the Contracting Officer for a written decision. The Contracting Officer shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive, unless within 60 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Smithsonian Institution. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined to have been fraudulent, or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

9. TERMINATION FOR CAUSE - The SI may terminate this contract, or any part thereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SI, upon request, with adequate assurances of future performance. In the event of termination for cause, the SI shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SI for any and all rights and remedies provided by law. If it is determined that the SI improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

10. TERMINATION FOR THE SMITHSONIAN’S CONVENIENCE - The SI reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the SI, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the SI any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

11. CHANGES - The SI may at any time, in writing, make changes within the general scope of this purchase order to include: (1) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (2) Shipment or packing methods; (3) Place of delivery, inspection or acceptance; (4) Reasonable adjustments in quantities or delivery schedules or both; and, (5) SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI before the authority procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

12. DISCLOSURE - Information relating to this purchase order shall only be used by the Contractor or subcontractor solely for the performance of this contract. Neither party shall disclose any information concerning this agreement to include the release, reproduction, distribution of any data produced in the performance of this purchase order to any third party without securing the prior written consent of the SI Contracting Officer or his/her Representative. Use or disclosure of information shall be solely for the purpose of carrying out this purchase order agreement. The SI information is provided and received in confidence, and the Contractor, subcontractor or other third parties shall at all times preserve and protect the confidentiality thereof. Any such confidential information, copies or transcripts thereof, shall be returned to the SI upon completion of the work, or immediately destroyed upon request by the SI.

13. INDEMNITY - The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as "Indemnities") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to: Any breach of this Agreement, Terms and Conditions, and the performance thereof by Contractor, Subcontractor, other third parties, or any activities of Indemnities, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review; any claims of any kind and nature whatsoever for property damage, personal injury, illness or death (including, without limitation,
Any claims by a third party of actual or alleged direct or contributory infringement, or inducement to infringe any United States or foreign patent, trademark, copyright, common law literary rights, right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract or any libelous or other unlawful matter contained in such data or other intellectual property rights and damages. The contractor shall notify the SI immediately upon receiving any notice or claim related to this contract.

14. Hazardous Material - The contractor shall inform the SI in writing at the correspondence address listed on the purchase order prior to shipment and delivery of hazardous material. Any materials required by this purchase order that are hazardous under federal, state or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked and shipped by the Contractor to comply with all federal, state and local regulations then in effect.

15. Other Compliances - The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

16. Security Consideration - Contractor's conducting work on the SI premises are required to obtain a temporary or long-term identification badge. Contractor's employee(s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor's employee(s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

17. Insurance and Bonds - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance. Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits. If the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance. If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage. If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance.

Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

18. Invoice Instructions - Invoices shall be submitted to the bill address on the face of the purchase order after delivery of supplies and/or services, and shall contain the following information:

(A) Contractor's name, address, and taxpayer identification number (TIN).
(B) Invoice date and number.
(C) Purchase order number including contract line item number.
(D) Item description, quantity, unit of measure, unit price, and extended price.
(E) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy.
(F) Invoice total, payment discount terms and remittance address.
(G) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms).
(H) Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice.

Any other information or documentation required by other provisions of the contract.

19. Travel - (1) If travel is specified under this purchase order; it must be pre-authorized by the Contracting Officer’s Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (2) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (3) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor’s established policy, but in no event shall such allowances exceed the rates Contractor’s established in the Federal Travel Regulations. (4) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (5) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (6) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (7) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (8) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (9) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (10) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations. (11) Contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations.

Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 Central Contractor Registration
- 52.208-4 Vehicle Lease Payments
- 52.208-5 Condition of Leased Vehicle
- 52.208-6 Marking of Leased Vehicles
- 52.208-7 Tagging of Leased Vehicle
- 52.211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52.221-50 Trafficking Victims Protection Act (applicable to non-commercial services)
- 52.221-54 Employment Eligibility Verification (E-Verify)
- 52.228-8 Liability and Insurance Leased Motor Vehicles
• 52-236-5 Material and Workmanship
• 52-247-29 F.o.b. Origin
• 52-247-34 F.o.b. Destination